

In answer to a cross-interrogatory by complainant, whether, when Mrs. Gough spoke of giving up her notes to Colonel Crane, she did or not state that it was a part of the bargain she spoke of, that she was to give up the notes to Colonel Crane upon her marriage with him, and he was after that to allow her the interest of them, witness replied:—Mrs. Gough said she had given up the notes to Colonel Crane, and he was to allow her the interest of them as long as she lived; and that she and Colonel Crane were going to be married, and she wanted no one else to have her property except Colonel Crane or his children. In answer to another cross-interrogatory, Do you know in whose possession the notes Mrs. Gough spoke of were up to the time of her marriage? if yea, state how you know it, witness replied:—In her own possession, and that a day or two before the conversation before spoken of, Mrs. Gough stated to Mrs. Smith, in my presence, that she held the notes in her own possession, (here defendant's counsel objected to the answer of the witness,) and that she meant to keep them until her marriage with Colonel Crane. Witness further stated, that she knew nothing about the engagement of the parties to be married before the time of the conversation first above spoken of.

Doctor C. M. Jones, one of the obligors in the bonds spoken of, proved that Colonel Crane called upon deponent shortly after the death of Mrs. Crane, for the payment of his notes or bonds, and that he did subsequently pay to Colonel Crane interest and a portion of the principal, as will appear by reference to said notes or bonds. And further, that when Colonel Crane called upon him for such payment, he, Colonel Crane stated that the notes or bonds were his property, and unless deponent agreed to pay him, he would bring suit against deponent at the ensuing March Court for the recovery of the same.

Doctor J. M. Broome, also an obligor in one of the bonds, proved that shortly after the death of Mrs. Crane, Colonel Crane called upon deponent for the payment of a part of his bond, which had been given to Mrs. Mary Gough before her